

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account No.		39. S/R Voucher Number	40. Paid By		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(1) The proper TACOM addresses for offer submission are:

(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

2	52.212-4003 (TACOM)	ALL OR NONE--COMMERCIAL ITEM ACQUISITION	SEP/1996
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This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD.

[End of Clause]

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Name of Offeror or Contractor:

3	52.217-4911 (TACOM)	NOTICE OF URGENT REQUIREMENT	NOV/2001
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TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

EXECUTIVE SUMMARY

This Executive Summary is provided as a synopsis of important and relevant features in the Solicitation. Currently, requirements are expected for Afghanistan and/or Iraq. There is a possibility that other countries could have the same requirements during the 3-Year term of the Requirements Contract. If these requirements materialize, Delivery Orders would be issued.

1. Introduction: This acquisition is being considered under the authority of the Federal Acquisition Regulation (FAR) Part 12, which creates a simplified contract format using techniques that are similar to those used in private-sector contracting. The supplies and services necessary are contained in the solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern.

2. Competition: Eligibility for award under this solicitation is full and open competition.

3. Contract Overview: The U.S. Government anticipates that only one contract will be awarded under this solicitation, a 3-Year term Firm-Fixed Price Requirements Contract (FAR Subpart 16.503). Requirements Contracts do not guarantee a Delivery Order.

4. Contract Format:

- Section A, "SUPPLEMENTAL INFORMATION"
- Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS"
- Section C, "DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS"
- Section D, "PACKAGING AND MARKING"
- Section E, "INSPECTION AND ACCEPTANCE"
- Section F, "DELIVERIES OR PERFORMANCE"
- Section G, "CONTRACT ADMINISTRATION DATA"
- Section H, "SPECIAL CONTRACT REQUIREMENTS"
- Section I, "CONTRACT CLAUSES"
- Section J, "LIST OF ATTACHMENTS"
- Section K, "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS"
- Section L, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS"
- Section M, "EVALUATION FACTORS FOR AWARD"

5. Basis of Award: A single contract award is anticipated to the source whose proposal represents an acceptable technical approach and otherwise provides, in the U.S. Government's judgment, the most advantageous proposal, considering both non-price and price factors as described below:

Phase I will be an acceptable/not acceptable evaluation of the Technical approach to meeting the proposed contract requirements. The end result of Phase I will be on an acceptable/not acceptable basis. Only Offerors with an acceptable technical proposal will be eligible for evaluation under Phase II. Phase II evaluation will be conducted on a source selection trade-off basis to determine which proposal provides the most advantageous proposal (i.e. best value), considering the following three factors: Delivery, Price and Small Business Participation. Award will be made to the responsible Offeror whose proposal represents the best value to the U.S. Government. This may not be the Offeror with the lowest price.

NOTE: Technical performance beyond the minimum acceptable, as defined in the solicitation, will not be carried over into Phase II evaluation and will not be given extra evaluation credit.

Please read Sections L and M carefully so you understand what is to be submitted, as well as when and how it will be evaluated.

6. No Discussions Anticipated: The U.S. Government intends to award a contract without holding discussions with Offerors. Thus, each Offeror must be careful to include any and all information requested in the solicitation at time of submittal in order to be considered for contract award. However, the U.S. Government reserves the right to hold discussions should it deem them to be in its best interests in determining the best value proposal.

7. Responsibility: In order for the U.S Government to determine that Offerors are responsible and competent to perform on these

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Name of Offeror or Contractor:

contract(s), Offerors will have to ensure that they are in compliance with the standards listed in FAR 9.104. The U.S. Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the Central Contractor Registry (CCR) PRIOR to award: www.ccr.gov.

8. Standards of Conduct - Improper Business Practices: Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors, and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR or DFARS clause incorporated into this solicitation and any resultant contract.

9. Clause Comment: Many clauses that will be contained in the solicitation will be applicable to U.S. and international companies. However, some will apply only to U.S. firms and some will only apply to international firms.

10. Logistics:

a) Operator Manuals - Offeror must provide an English Operator's Manual and an Operator's Manual in Dari or Arabic with each vehicle ordered.

b) Scheduled Service Maintenance and Repair Parts Offeror must provide pricing for all parts listed in Exhibits B, C and D. These are the parts required to perform scheduled maintenance and replacement in a single year of usage at 36,000 miles per year in the climate, environment, and landscape of Afghanistan and Iraq for vehicles with diesel or gasoline engines.

c) Dealer Parts In order to satisfy basic upkeep of the vehicles, excluding major repair work included in the warranty and those parts provided in 10 (c) above, the Offeror must identify an established dealer within the non-terrorist countries of the Southwest Asian region.

d) Additional Parts - Offerors should carefully review parts listed in Exhibits B, C, and D. If the vehicle has unique parts, these parts may be added. Reference clause K.3.

e) Warranty Standard commercial warranty must be provided by Offeror, supported in full. A copy of the warranty will be submitted and market research will be performed by the U.S. Government to verify its authenticity.

11. Availability of Funds: Funds are subject to availability for this procurement. The U.S. Government reserves the right to not make any awards.

12. Radio Frequency Identification (RFID): Clause D.1 states the requirement for RFID tags on all shipments of vehicles and equipment to the Southwest Asia region.

13. Proposal Preparation Costs: The U.S. Government will not reimburse any Offeror for the cost of preparing and submitting proposals.

REFERENCE: Federal Acquisition Regulation
<http://farsite.hill.af.mil/vffara.htm>

*** END OF NARRATIVE A 0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SECURITY CLASS: Unclassified</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>##### CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/ACQINFO/ EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET.</p> <p>RESPONSES TO REQUEST FOR PROPOSALS (RFPS) ARE SENT TO <u>OFFERS@TACOM.ARMY.MIL</u>. SEE DIRECTIONS IN THIS SOLICITATION FOR ACCEPTABLE ELECTRONIC FORMATS AND ACCEPTABLE MEDIA.</p> <p>##### (End of narrative A001)</p>				
0011AA	<p><u>FIRST ORDERING YEAR - HARDWARE</u></p>			\$_____	\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: VAN, CARGO IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p>EACH VAN, CARGO SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI (I/A/W C.1.1.3) OR ARABIC (I/A/W C.1.1.4).</p> <p>IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE VAN, CARGO, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p>IF ONLY ONE OF THE OPERATOR MANUALS IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTORS EXPENSE.</p> <p><u>FOB ORIGIN - VEHICLE COST:</u> THE FOB ORIGIN UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE OPERATOR MANUALS IN BOTH ENGLISH AND THE LANGUAGE SPECIFIED IN THE DELIVERY ORDER.</p> <p><u>FOB DESTINATION - IRAQ VEHICLE COST:</u> THE FOB DESTINATION UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, AND THE ASSOCIATED COSTS FOR TRANSPORTATION/SHIPMENT, INSURANCE, SECURITY, AND OPERATOR MANUALS IN BOTH ENGLISH AND ARABIC.</p> <p>FOB DESTINATION IS UMM QASR, IRAQ.</p> <p>THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) SHALL BE ENTERED ON CLIN 0031AA FOR DARI AND CLIN 0041AA FOR ARABIC.</p> <p>THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p><u>Packaging and Marking</u> STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p><u>Inspection and Acceptance</u> <u>FOB ORIGIN:</u></p>	<p>EST 105</p> <p>EST 105</p>		<p>\$_____</p> <p>\$_____</p>	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Origin</div> <div>FOB DESTINATION:</div> <div>INSPECTION: OriginACCEPTANCE: Destination</div> <div>FOB POINT: Destination</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Origin</div>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	SECURITY CLASS: Unclassified				
0012AA	<p data-bbox="264 443 613 464"><u>SECOND ORDERING YEAR - HARDWARE</u></p> <p data-bbox="254 548 792 646">NOUN: VAN, CARGO IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="254 680 779 779">EACH VAN,CARGO SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI (I/A/W C.1.1.3) OR ARABIC (I/A/W C.1.1.4).</p> <p data-bbox="254 814 737 884">IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE VAN, CARGO, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p data-bbox="254 919 725 1123">IF ONLY ONE OPERATOR MANUAL IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTORS EXPENSE.</p> <p data-bbox="254 1184 815 1308"><u>FOB ORIGIN -VEHICLE COST:</u> THE FOB ORIGIN UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE OPERATOR MANUALS IN BOTH ENGLISH AND AND THE LANGUAGE SPECIFIED IN THE DELIVERY ORDER.</p> <p data-bbox="254 1344 815 1467"><u>FOB DESTINATION - IRAQ VEHICLE COST:</u> THE FOB DESTINATION UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, AND THE ASSOCIATED COSTS FOR TRANSPORTATION/SHIPMENT, INSURANCE, SECURITY, AND OPERATOR MANUALS IN BOTH ENGLISH AND ARABIC.</p> <p data-bbox="254 1528 634 1549">FOB DESTINATION IS UMM QASR, IRAQ.</p> <p data-bbox="254 1633 823 1703">THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) SHALL BE ENTERED ON CLIN 0031AA FOR DARI, AND CLIN 0041AA FOR ARABIC.</p> <p data-bbox="254 1793 803 1837">THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p data-bbox="254 1927 492 1948"><u>Packaging and Marking</u></p>	<p data-bbox="911 1184 992 1205">EST 105</p> <p data-bbox="911 1344 1003 1365">EST 105</p>		<p data-bbox="1114 443 1279 464">\$ _____</p> <p data-bbox="1114 1184 1203 1205">\$ _____</p> <p data-bbox="1114 1344 1214 1365">\$ _____</p>	<p data-bbox="1305 443 1515 464">\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p><u>Inspection and Acceptance</u></p> <p>FOB ORIGIN:</p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>FOB DESTINATION:</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	SECURITY CLASS: Unclassified				
0013AA	<p data-bbox="261 443 602 464"><u>THIRD ORDERING YEAR - HARDWARE</u></p> <p data-bbox="253 548 792 646">NOUN: VAN, CARGO IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="253 680 779 779">EACH VAN,CARGO SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI (I/A/W C.1.1.3) OR ARABIC (I/A/W C.1.1.4).</p> <p data-bbox="253 814 737 884">IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE VAN, CARGO, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p data-bbox="253 919 725 1123">IF ONLY ONE OF THE OPERATOR MANUALS IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTORS EXPENSE.</p> <p data-bbox="253 1184 815 1310"><u>FOB ORIGIN - VEHICLE COST:</u> THE FOB ORIGIN UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE OPERATOR MANUALS IN BOTH ENGLISH AND THE LANGUAGE SPECIFIED IN THE DELIVERY ORDER.</p> <p data-bbox="253 1346 815 1472"><u>FOB DESTINATION - IRAQ VEHICLE COST:</u> THE FOB DESTINATION UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, AND THE ASSOCIATED COSTS FOR TRANSPORTATION/SHIPMENT, INSURANCE, SECURITY, AND OPERATOR MANUALS IN BOTH ENGLISH AND ARABIC.</p> <p data-bbox="253 1528 634 1549">FOB DESTINATION IS UMM QASR, IRAQ.</p> <p data-bbox="253 1633 823 1703">THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) SHALL BE ENTERED ON CLIN 0031AA FOR DARI, AND CLIN 0041AA FOR ARABIC.</p> <p data-bbox="253 1793 803 1835">THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p data-bbox="253 1927 492 1948"><u>Packaging and Marking</u></p>	<p data-bbox="911 1184 992 1205">EST 105</p> <p data-bbox="911 1346 1003 1367">EST 105</p>		<p data-bbox="1114 443 1279 464">\$_____</p> <p data-bbox="1133 1184 1235 1205">\$_____</p> <p data-bbox="1144 1346 1247 1367">\$_____</p>	<p data-bbox="1305 443 1511 464">\$_____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p><u>Inspection and Acceptance</u></p> <p>FOB ORIGIN:</p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>FOB DESTINATION:</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	SECURITY CLASS: Unclassified				
0021AA	<div><div>FIRST ORDERING PERIOD - PARTS</div><div>NOUN: SCHEDULE SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT B. THE U.S. GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT B, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S). FOB ORIGIN<div>\$ _____</div> FOB DESTINATION: IRAQ<div>\$ _____</div> FOB DESTINATION IS UMM QASR, IRAQ. Packaging and Marking STANDARD COMMERCIAL PRACTICE FOR PACKAGING. Inspection and Acceptance FOB ORIGIN: INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin FOB DESTINATION: INSPECTION: Origin ACCEPTANCE: Destination FOB POINT: Destination <div>(End of narrative B001)</div> Packaging and Marking</div></div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	SECURITY CLASS: Unclassified				
0022AA	<p><u>SECOND ORDERING PERIOD - PARTS</u></p> <p>NOUN: SCHEDULE SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT C.</p> <p>THE U.S. GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT C, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p><u>FOB ORIGIN:</u></p> <p><u>FOB DESTINATION: IRAQ</u> FOB DESTINATION IS UMM QASR, IRAQ.</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p><u>Inspection and Acceptance</u></p> <p><u>FOB ORIGIN:</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>FOB DESTINATION:</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____ \$ _____	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	SECURITY CLASS: Unclassified				
0023AA	<p><u>THIRD ORDERING PERIOD - PARTS</u></p> <p>NOUN: SCHEDULE SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT D.</p> <p>THE U.S. GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT D, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p><u>FOB ORIGIN:</u></p> <p><u>FOB DESTINATION: IRAQ</u> FOB DESTINATION IS UMM QASR, IRAQ.</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p><u>Inspection and Acceptance</u></p> <p><u>FOB ORIGIN:</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>FOB DESTINATION:</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____ \$ _____	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	SECURITY CLASS: Unclassified				
0031AA	<u>ONE TIME TRANSLATION COSTS</u> NOUN: ONE-TIME COST FOR TRANSLATING OPERATOR MANUALS TO AFGHAN DARI. THE TRANSLATION COST WILL BE PROCURED ON THE FIRST DELIVERY ORDER FOR VEHICLES TO AFGHANISTAN. (End of narrative B001)				\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	SECURITY CLASS: Unclassified				
0041AA	<u>ONE TIME TRANSLATION COST</u> NOUN: ONE-TIME COST FOR TRANSLATING OPERATOR MANUALS TO ARABIC. THE TRANSLATION COST WILL BE PROCURED ON THE FIRST DELIVERY ORDER FOR VEHICLES TO IRAQ. (End of narrative B001)				\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	SECURITY CLASS: Unclassified				
0051AA	<div>ONE TIME COSTS FOR SET UP/NON-RECURRING</div> <div>NOUN: ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.1.1.</div> <div>THE SETUP/NON-RECURRING TOOLING COST (IF ANY) WILL BE PROCURED ON THE FIRST DELIVERY ORDER.</div> <div>(End of narrative B001)</div>				\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	SECURITY CLASS: Unclassified				
1001AA	<u>TECHNICAL DATA</u> TECHNICAL DATA AS SET FORTH IN CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) HEREINAFTER REFERRED TO AS EXHIBIT A. (End of narrative B001)				
A001	<u>PRODUCTION AND DELIVERY SCHEDULE REPORT</u> SECURITY CLASS: Unclassified TECHNICAL DATA AS SET FORTH IN CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) HEREINAFTER REFERRED TO AS EXHIBIT A. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423		MO	\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-4457 (TACOM)	LONG TERM CONTRACTS - FOB DESTINATION	OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 100% to Iraq.

[End of Clause]

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-G079 MOD/AMD</p>	<p style="text-align: center;">Page 20 of 73</p>
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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work (SOW): This SOW clearly identifies the requirements necessary to support the Afghanistan and Iraq Security Forces (police and military).

C.1.1 Hardware Specification (CLINs 0011AA, 0012AA 0013AA): The Contractor shall provide a Cargo Van in accordance with the Specification (Attachment 001). The Cargo Vans shall have a diesel engine for CLINs 0011AA, 0012AA, and 0013AA, in accordance with Paragraph 5.2.1 of the Specification. In addition to meeting the specification, the delivered Cargo Van must comply with the Technical Information Questionnaire (Attachment 002). All hardware provided under this contract is expected to operate 36,000 miles per year.

C.1.1.1 One Time Setup/Non-Recurring Tooling (CLIN 0051AA): The Contractor, if necessary for this contract, shall perform setup, including non-recurring tooling, for providing the hardware items.

C.1.1.2 Security: For FOB Destination Iraq only, the Contractor shall be responsible for all security and transportation requirements for the equipment and its personnel until the time of acceptance in Iraq.

C.1.1.3 Afghan Dari Operator Manuals: For CLINs 0011AA, 0012AA and 0013AA, each delivered Cargo Van shall be overpacked with two commercial-off-the-shelf (COTS) operator manuals, one in English, one in Afghan Dari. Both manuals shall contain identical information.

C.1.1.4 Arabic Operator Manuals: For CLINs 0011AA, 0012AA, 0013AA, , each delivered Cargo Van shall be overpacked with two commercial-off-the-shelf (COTS) operator manuals, one in English, one in Arabic. Both manuals shall contain identical information.

C.1.2 Scheduled Maintenance Parts and Repair Parts (CLINS 0021AA ,0022AA, 00223AA.): The Contractor shall provide required Scheduled Maintenance and Repair Parts in accordance with Exhibit B (1st Year), Exhibit C (2nd Year), and Exhibit D (3rd Year). The Scheduled Maintenance and Repair Parts are required to perform scheduled and repair maintenance during a single year of usage at 36,000 miles per year in the climate, environment, and landscape of Afghanistan and Iraq.

C.2 Complete Assembly: At the point of acceptance, equipment must be fully assembled and in final configuration.

C.3 Dealer Support in Southwest Asia (SWA): The Contractor must have an established dealer before contract award within the non-terrorist countries of the Southwest Asia region, and must maintain this established dealer during the life of the contract. Dealer support shall include, but not be limited to, warranty support, spare and repair parts support, and routine maintenance of the equipment.

C.4 Warranty

C.4.1 Material and Workmanship Warranty: The Contractor warrants that the end items will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of 12 months from the date of hand-off as defined below, or after the hardware has been operated at 36,000 miles, whichever is earlier. This warranty covers all contract items, parts, and labor, except for normal wear and tear, accident damage, misuse, alterations, combat damage, damage due to lack of maintenance or use of lubricants/fluids not recommended, normal maintenance, and scheduled service items such as filters, screens, fluids, windshield wipers, and brake shoes. In the event of a failure under this warranty, the Contractor shall provide the necessary parts and labor to make repairs within 72 hours of notification at a location in SWA designated by the U.S. Government.

The warranty begins at hand-off by the U.S. Government to the Government of Afghanistan or Iraq. (Definition of hand-off: The U.S. Government will notify the contractor when the items have been handed off to the Government of Afghanistan or Iraq.) Notwithstanding inspection and acceptance by the U.S. Government of the end items and services provided under the contract, or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the hardware conforms to the performance and manufacturing requirements specifically delineated in this specification/contract and conforms to the performance requirements defined in this statement of work.

To the extent the Contractor's suppliers normally provide a commercial or trade practices warranty that exceeds the contract warranty, the Contractor shall pass the identical warranty to the Government of Afghanistan or Iraq. The Contractor shall provide a list of the warranted parts and assemblies to the Procuring Contracting Officer (PCO) 30 days after contract award. The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the coverage and duration of the warranty. Actual copies of subcontractor/vendor warranties shall also be provided to the PCO no later than 60 days after contract award.

C.4.2 Warranty Administration: The Contractor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time specified by the Contractor's suppliers. All remedies which the Government of Afghanistan or Iraq may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost for the warranty shall be included in the price of each item.

C.5 New Material: Only new material shall be provided.

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C.6 Export License: For FOB Destination Iraq only, the Contractor shall obtain all export and other required licenses in order to perform under this contract and meet the delivery schedule set forth herein and under each order placed under the terms of this Requirements contract.

C.7 Safety: The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Afghanistan or Iraq, except where Federal Motor Vehicle Safety Standards (FMVSS) are required by the vehicle specification and the proposed contract.

C.8 Production and Delivery Schedule Report: The Contractor shall provide to the U.S. Government a status report on the 1st of each month after contract award, in accordance with CDRL A001 (under Exhibit A). The report shall show the progress of production completion. The report shall include the Contract Number, Delivery Order Number, CLINS, and quantity of hardware produced.

*** END OF NARRATIVE C 0001 ***

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PACKAGING AND MARKING

D.1 252.211-7006 RADIO FREQUENCY IDENTIFICATION 05/01/2006

ADDITIONAL INFORMATION: All shipments of vehicles and equipment to the Southwest Asia region must have RFID tags. THIS SUPERCEDES ANY REFERENCE IN THIS CLAUSE THAT STATES OTHERWISE.

Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until September 30, 2006, the acceptable tags are
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning October 1, 2006, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after September 30, 2006.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
 - (A) Subclass of Class I Packaged operational rations.
 - (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
 - (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

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- (D) Class IV Construction and barrier materials.
(E) Class VI Personal demand items (non-military sales items).
(F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).
(G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
(ii) Are being shipped to any of the following locations:
(A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
(B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
(C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
(D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
(E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
(F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
(G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
(H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
(I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
(J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
(K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
(L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
(M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
(N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
(O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
(P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
(Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
(R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.
- (2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.
- (c) The Contractor shall ensure that
(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;
(2) Each passive tag is readable; and
(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at http://www.epcglobalinc.org/standards_technology/specifications.html.
(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.
(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.
- (3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.
- (e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.
[End of Clause]

*** END OF NARRATIVE D 0001 ***

Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	(52.246-4006)	INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION	FEB/1995

For FOB Destination to Iraq only, the Government's inspection of the supplies offered under this contract shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection. The destination acceptance address will be provided in individual delivery order(s).

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

3	(52.246-4028)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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For FOB Origin to Afghanistan or Iraq, the Government's inspection and acceptance of the supplies offered under this contract shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract will be available for inspection/acceptance.

INSPECTION POINT: _____
(Name) (CAGE)

(Address) (City) (State) (Zip)

ACCEPTANCE POINT: _____
(Name) (CAGE)

(Address) (City) (State) (Zip)

[End of Clause]

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.247-29	F.O.B. ORIGIN	FEB/2006
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.247-44	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION	APR/1984
4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

8	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
	(TACOM)		

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

- (b) The Contractor will request:
- (1) Government Bills of Lading and
 - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

9	52.247-4010	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS	FEB/1994
	(TACOM)		

- (a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

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Name of Offeror or Contractor:

Offeror represents that:

(1) Facilities for shipping by rail

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____	_____
(NAME)	(LOCATION)

(3) Facilities for shipping by water

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

F.1 DELIVERY SCHEDULE FOR DELIVERY ORDERS

(a) DEFINITIONS:

(1) DARO means the number of days after receipt of order when you must deliver the stated quantity of supplies.

(2) DELIVERY is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

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Name of Offeror or Contractor:		

(b) CONTRACTOR'S PROPOSED SCHEDULE:

- (1) VEHICLE CLINS FOR FOB ORIGIN
(CLINs 0011AA/0012AA/0013AA)

(i) For delivery orders placed for any quantity, I will start deliveries ____ DARO. I will deliver a quantity of ____ every 30 days. I can deliver a maximum quantity of ____ every 30 days.

- (2) VEHICLE CLINS FOR FOB DESTINATION TO IRAQ
(CLINs 0011AA/0012AA/0013AA)

(i) For delivery orders placed for any quantity, I will start deliveries ____ DARO. I will deliver a quantity of ____ every 30 days. I can deliver a maximum quantity of ____ every 30 days.

- (3) SCHEDULED MAINTENANCE AND REPAIR PARTS CLINS FOR FOB ORIGIN
(CLINs 0021AA/0022AA/0023AA: IN ACCORDANCE WITH EXHIBIT B, C and D)

(i) For delivery orders placed for any quantity (one or more or all parts), I will start deliveries ____ DARO. I will deliver a quantity of ____ every 30 days. I can deliver a maximum quantity of ____ every 30 days.

- (4) SCHEDULED MAINTENANCE AND REPAIR PARTS CLINS FOR FOB DESTINATION
(CLINs 0021AA/0022AA/0023AA IN ACCORDANCE WITH EXHIBIT B, C, D)

(i) For delivery orders placed for any quantity (one or more or all parts), I will start deliveries ____ DARO. I will deliver a quantity of ____ every 30 days. I can deliver a maximum quantity of ____ every 30 days.

(c) If an order for hardware units is placed before a previous order is completely manufactured, the delivery schedule shall continue at the same rate as that stated in (b)(3)(4).

(d) You can accelerate delivery after contract award at no additional cost to the Government.

*** END OF NARRATIVE F 0001 ***

F.2 SHIPPING INSTRUCTIONS/FINAL DELIVERY POINT:

For FOB Destination Iraq requirements, delivery will be to Umm Qasr, Iraq. The final delivery point is less than one (1) mile from the port of Umm Qasr. The contractor (or the contractor's freight forwarder) is responsible to off-load vehicles and equipment and deliver them to this delivery point.

Definitive shipping instructions for FOB Destination Umm Qasr, Iraq including the final delivery point will be provided in the individual delivery order(s).

Shipping instructions will be provided in the individual FOB Origin delivery order(s).

*** END OF NARRATIVE F 0002 ***

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-7006	BILLING INSTRUCTIONS	OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

2	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
2	252.225-7013	DUTY-FREE ENTRY	JUN/2005
3	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (Deviation per OSD memo 25 Jan 2007))	JUN/2006

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (1) All required security and background checks are complete and acceptable.

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(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

- (f) Processing and departure points. Deployed contractor personnel shall--
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;
 - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
 - (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

- (g) Personnel data.
- (1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>).
 - (2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

- (h) Contractor personnel.
- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
 - (2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

- (i) Military clothing and protective equipment.
- (1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.
 - (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.
 - (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-G079 MOD/AMD</p>	<p style="text-align: right;">Page 31 of 73</p>
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(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

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4 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

5 52.225-4040 ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED JUN/2005
(TACOM) CONTRACTORS

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and

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(4) Upon exiting the Theatre of Operations.

[End of Clause]

6 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS SEP/2006
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
2	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
4	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
5	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
6	52.247-29	F.O.B. ORIGIN	JUN/1988
7	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
8	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
9	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
10	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	MAR/2007

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

[X] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

[] (4) [Reserved]

(5)

[] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

[] (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

[X] (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

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- [] (iii) Alternate II (Oct 2001) of 52.219-9.
- [] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- (10) [X] 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11) [X] Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [] (ii) Alternate I (June 2003) of 52.219-23.
- [] (12) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (13) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- [X] (15) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- [X] (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- [X] (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (18) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- [X] (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- [X] (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- [X] (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- [X] (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Sep 2006) (E.O. 13201).
- (23)
- [] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- [] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (24) [] 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (25)
- [] (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- [] (ii) Alternate I (Jan 2004) of 52.225-3.
- [] (iii) Alternate II (Jan 2004) of 52.225-3.
- [] (26) 52.225-5, Trade Agreements (Nov 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- [] (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- [] (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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[] (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (32) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

[X] (33) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

[] (34) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

[] (35) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(36)

[] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

11	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through three(3)years after date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

12	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 105;

(2) Any order for a combination of items in excess of 210; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

13	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as

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this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Four and one-half years after date of contract award.

(End of clause)

14	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	MAR/2007
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[xx] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

[xx] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[xx] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

[] 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

[] 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

[xx] 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

[] 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

[] 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

[x] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

[xx] 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

[] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

[x] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

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[] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ([] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

[] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

[xx] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

[xx] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

[xx] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

[xx] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

[xx] 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

[xx] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

[xx] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ([] Alternate I) (MAR 2000) ([] Alternate II) (MAR 2000) ([] Alternate III) (MAY 2002) (10 U.S.C. 2631).

[xx] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

[End of Clause]

15 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

16 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEP/2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this

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contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic

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Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

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- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

- 17 252.223-7001 HAZARD WARNING LABELS DEC/1991
- (a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;

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- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

18 252.229-7011 REPORTING OF FOREIGN TAXES--U.S. ASSISTANCE PROGRAMS SEP/2005

(a) Definition. Commodities, as used in this clause, means any materials, articles, supplies, goods, or equipment.

(b) Commodities acquired under this contract shall be exempt from all value added taxes and customs duties imposed by the recipient country. This exemption is in addition to any other tax exemption provided through separate agreements or other means.

(c) The Contractor shall inform the foreign government of the tax exemption, as documented in the Letter of Offer and Acceptance, country-to-country agreement, or interagency agreement.

(d) If the foreign government or entity nevertheless imposes taxes, the Contractor shall promptly notify the Contracting Officer and shall provide documentation showing that the foreign government was apprised of the tax exemption in accordance with paragraph (c) of this clause.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for commodities that exceed \$500.

[End of Clause]

19 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Workflow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

20 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
http://contracting.tacom.army.mil/ebidnotice.htm

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

21	52.216-4021 (TACOM)	REQUIREMENTS DEFINITION	JUN/2005
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"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

22	52.223-4000 (TACOM)	ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS	SEP/1978
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(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRL A001 - PRODUCTION AND DELIVERY SCHEDULE REPORT & DID MGMT-20227(O)	31-JAN-2007	002	ELECTRONIC IMAGE
Exhibit B	SCHEDULED SERVICE AND REPAIR PARTS LIST-YEAR ONE (TO BE ADDED AT TIME OF AWARD)	31-JAN-2007	002	
Exhibit C	SCHEDULED SERVICE AND REPAIR PARTS LIST-YEAR TWO (TO BE ADDED AT TIME OF AWARD)	31-JAN-2007	002	
Exhibit D	SCHEDULED SERVICE AND REPAIR PARTS LIST- YEAR THREE (TO BE ADDED AT TIME OF AWARD)	31-JAN-2007	002	
Attachment 001	SPECIFICATION	31-JAN-2007	003	ELECTRONIC IMAGE
Attachment 002	TECHNICAL INFORMATION QUESTIONNAIRE	31-JAN-2007	006	ELECTRONIC IMAGE
Attachment 003	DELIVERY QUESTIONNAIRE	31-JAN-2007	002	ELECTRONIC IMAGE
Attachment 004	PRICING QUESTIONNAIRE	31-JAN-2007	002	ELECTRONIC IMAGE
Attachment 005	SMALL BUSINESS PARTICIPATION QUESTIONNAIRE	31-JAN-2007	002	ELECTRONIC IMAGE

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2006
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations

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Name of Offeror or Contractor:

and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without

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discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>)

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>)

(iii) ASSISTdocs.com (<http://assistdocs.com>)

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

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(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I SEP/2006
dated Apr 2002)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision--

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) Common Parent.

[] Offeror is not owned or controlled by a common parent:

[] Name and TIN of common parent:

Name_____

TIN_____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is [] is not a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) [] is [] is not a veteran-owned

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small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it ☐ is ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it ☐ is ☐ is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs). The offeror represents as part of its offer that it ☐ is ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

<u>Number of Employees</u>	<u>Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It ☐ is ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000

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after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [] Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It [] has [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products: [List as necessary.]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products: [List as necessary]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products: [List as necessary]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "'Buy American Act--Free Trade Agreements--Israeli Trade Act'": [List as necessary] Canadian or Israeli End Products

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "'Trade Agreements.'"

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(ii) The offeror shall list as other end products those end products that are not U.S -made or designated country end products. Other End Products [List as necessary]

LINE ITEM NO.: _____ COUNTRY OF ORIGIN: _____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have [] have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: _____
Listed Countries of Origin: _____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured outside the united States); or
- (2) [] Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of

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this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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52.225-18

PLACE OF MANUFACTURE

SEP/2006

(a) Definitions. As used in this clause

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

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252.212-7000

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS

JUN/2005

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea

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clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

7	52.204-4007	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE	MAR/2001
	(TACOM)		

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

[End of Provision]

8	52.215-4010	AUTHORIZED NEGOTIATORS	JAN/1998
	(TACOM)		

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

9	52.223-4002	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	DEC/1993
	(TACOM)		

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean

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Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
 - [] have
 - [] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

Name of Offeror or Contractor:

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [] have
- [] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
_____	_____	_____
_____	_____	_____

- (e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.
- (f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:
- One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

10	52.225-4001	EVALUATION OF FOREIGN OFFERS	OCT/1996
	(TACOM)		

For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax will be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

[End of Provision]

11	52.233-4000	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM	MAY/2000
	(TACOM)		

- (a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.
- (b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).
- (c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.
- (d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
MAIL STOP 309
Warren, MI 48397-5000

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shepher1@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(end of clause)

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52.246-4037

COMMERCIAL WARRANTY INFORMATION

OCT/1996

(TACOM)

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit

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a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

COMPONENT/SUBSYSTEM	WARRANTY DURATION
---------------------	-------------------

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?
 () Yes
 () No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

K.1 ELECTRONIC OFFERS REQUIRED - COMMERCIAL ITEMS

NOTE: IN ADDITION TO THIS CLAUSE, PAY SPECIAL ATTENTION TO L.1 PROPOSAL INSTRUCTIONS, FORMAT AND CONTENT

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below). Offers submitted in paper form are unacceptable. You must submit your electronic offer and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are not acceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Compression): NO FILES may be submitted in compressed form using Winzip*, or another self-extracting files. These are temporarily not acceptable due to computer worm/virus problems.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

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NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: E-MAIL ONLY. The only method to submit your offer is via e-mail. Address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER IDENTIFIED IN BOX 9 OF THE SF1449. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) Lateness rules for submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items", listed in Section K of this solicitation. Pay particular attention to paragraph (f) of that clause as it relates to the timing of e-mail submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic e-mail offers must include, as a minimum:

(1) The SF1449 cover sheet filled out. SIGNATURE: per (b)(1) above, this SF1449 cover sheet must be signed and included electronically. The E-mailed offer must also include a signed SF1449 cover sheet that can be scanned. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): INSPECTION POINT: ORIGIN ACCEPTANCE POINT: DESTINATION TACOM clause 52.246-4006. All applicable fill-ins must be completed and submitted by the offeror.

(3) ATTACHMENTS 001-005 - These files, which are inclusive of the specification and questionnaires, must be kept in their original file format when sent as part of your e-mail offer.

(4) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(5) Any other information required by the solicitation.

(6) SF1449 AND AMENDMENTS - When sending your email package, you must acknowledge and sign the first page of the SF1449 for any and all amendments to this solicitation

(f) Please see FAR 15.207(c) for a description of the steps the U.S. Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark
[End of Provision]

*** END OF NARRATIVE K 0001 ***

K.2 GUARANTEED SHIPPING CHARACTERISTICS

(a) For FOB Origin requirements only, the offeror is requested to complete subparagraph (a)(1) of this clause, for each hardware item which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

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Name of Offeror or Contractor:

(1) To be completed by the offeror for vehicles and parts:

VEHICLE CLINS 0011AA, 0012AA, 0013AA

(i) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic

FT;

(ii) Gross weight of outer container and contents _____ LBS

(iii) Number of outer containers or pallets/skids per trailer * --

Size of trailer _____

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

PARTS CLINs 0021AA, 0022AA, 0023AA

NOTE: The offeror must provide the weight and volume for ALL THE ITEMS listed on Exhibit B, C and D SHIPPED AS A LOT(S) IN CONTAINER(S). IDENTIFY THE NUMBER OF CONTAINERS BELOW. Do not provide this information for each item.

(i) Number of container(s);

(ii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____

Cubic FT;

(iii) Gross weight of outer container and contents _____ LBS

(iv) Number of outer containers or pallets/skids per trailer *--

Size of trailer _____

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ ;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

*** END OF NARRATIVE K 0002 ***

K.3 SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS - EXHIBITS B, C AND D

(a) Exhibits B, C and D to the Pricing Questionnaire are lists of generic Scheduled Maintenance Parts and Repair Parts (parts) for

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the hardware requirements. Reference Section C.1.2 and Tabs B.1, B.2, C.1, C.2, D.1, D.2 of the Pricing Questionnaire (Attachment 004).

(b) The Offeror shall fill in the required information for Exhibit B, C and D on the Pricing Questionnaire's Tabs B.1, B.2, C.1, C.2, D.1, D.2,. The individual unit prices shall not include transportation costs. The total price column will reflect the price of all the parts for FOB Origin. Tabs B.2, C.2, and D.2 require an entry for the transportation costs for shipping the entire list of parts in one container for FOB Destination, Iraq. The total in the final row, final column will reflect the total FOB Destination transportation costs for the list shipped as one lot for FOB Destination, Iraq.

(c) Since the list of parts in the Exhibits is generic, the offeror may note N/A for any item(s) that do not apply to their specific model.

(d) If necessary, the offeror shall provide a separate list of recommended parts that are critical and not listed in the Pricing Questionnaire. This separate list must be provided 2 weeks prior to solicitation closing date and time for Government review and acceptance.

(e) The final priced lists will be incorporated into the resulting contract as CLIN 0021AA, 022AA, and 0023AA.

*** END OF NARRATIVE K 0003 ***

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material,including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

2	52.215-4404	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
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(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

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L.1.1. Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which will be the body of the e-mail response to this solicitation, to identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. It is the U.S. Government's intent to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a technical, delivery, small business participation, and price standpoint.

NOTE: The U.S. Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

L.1.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. Section M sets forth evaluation criteria and their relative order of importance to the U.S. Government. All proposals shall be in English (American Standard) and all prices shall be in US dollars. Each section of the proposal shall be separable to facilitate review by the U.S. Government (see L.2.1 Volume I, L.2.2 Volume II, L.2.3 Volume III, L.2.4 Volume IV, and L.2.5 Volume V).

L.1.3 Submission Due Dates. See SF1449, Block 8. All times are Eastern Standard Time (EST).

L.1.4 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.212-1 "Instructions to Offerors - Commercial Items", as incorporated in this solicitation.

L.1.5 Electronic Copies

L.1.5.1 Offerors must submit one electronic copy and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners must be set to 200 dpi.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

(iv) Each proposal volume shall be submitted together within the same file

L.1.5.2 Acceptable Media. Per Section K, Clause K.1(b): E-MAIL ONLY. The only method to submit your offer is via e-mail, addressed to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER OR THE PERSON IDENTIFIED IN BOX 9 OF THE SF1449. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/Offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

L.1.5.3 Unreadable Offers. Please see FAR 15.207(c) for a description of the steps the U.S. Government shall take with regard to unreadable offers:

"(c) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable, the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under FAR 15.208 <<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer."

L.1.5.4 Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph L.1.5.3 above.

L.1.6 Paper Copies. Paper copies will not be accepted.

L.1.7 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2 Proposal Content. Proposals shall be submitted electronically in five Volumes identified below.

L.2.1 Volume I - Technical Factor Volume.

Offerors shall fully substantiate their ability to provide the supplies and services in accordance with contract requirements (Attachment 001, Specification). This information shall consist of the following:

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1. The Offeror shall fill in Attachment 002, Technical Information Questionnaire (TIQ), for the hardware CLINs in the first, second and third ordering years identified in "Schedule of Supplies/Services". Offeror must also include identification of a dealer in the Southwest Asia region. Failure to provide any of the information required by Attachment 002 may render your proposal ineligible for award.

2. The Offeror shall electronically submit commercial literature, and any additional technical information or other supporting data which demonstrates that their product meets the contract specification requirements (Specification, Attachment 001).

L.2.2 Volume II - Delivery Factor Volume

L.2.2.1 The Offeror shall complete Attachment 003 Electronic Delivery Questionnaire, by filling in their proposed delivery schedules and all other requested information for the "U.S. Government's Total Estimated Initial Order Quantity of 210 Van, Cargo to be delivered FOB Origin and/or FOB Destination Iraq (as specified in the solicitation). The Delivery Questionnaire contains two parts, an FOB Origin portion and an FOB Destination portion for your proposed delivery schedules. A U.S. Government objective delivery date in Days after Receipt of Order (DARO) is provided for both FOB Origin and for FOB Destination. Offerors will notice near the end of each Delivery Questionnaire an area to provide incremental delivery schedules for each FOB Origin and FOB Destination proposed delivery schedule. Whether your proposal can reflect a single ship completion time in DARO or whether incremental deliveries are necessary, these areas must be completed and reflect the quantity planned for delivery corresponding with the pre-marked DARO (in 30 day increments). The end completion date on each incremental delivery schedule must coincide with each proposed DARO for the respective FOB points (Origin and/or Destination) of the Delivery Questionnaire. Offerors are reminded to be as realistic as possible when proposing when they will complete the total "U.S. Government's Total Estimated Initial Order Quantity of 210 vehicles (105 vehicles FOB Destination Iraq and 105 vehicles FOB Origin)". It is imperative that the Offerors Delivery Questionnaire be totally complete and accurate, including the proposed delivery schedule in DARO.

L.2.2.1.1 Offerors will notice in the Production and Delivery Information portion of the Delivery Questionnaire, one specified Production and Delivery Information FOB Origin and one specified Production and Delivery Information FOB Destination Iraq (includes shipping details) that they provide the following:

FOB Origin: Offeror's proposed DARO (this should equate to the Production Lead Time for the U.S. Government's Total Estimated Initial Order Quantity and all time up until Government inspection and acceptance). There is no requirement to provide shipping information/time under the FOB Origin requirement.

FOB Destination Iraq: Offeror's proposed Production Lead Time (PLT) (time to manufacture the entire U.S. Government's Total Estimated Initial Order Quantity, and Offerors proposed total ship time (time to ship the entire U.S. Government's Total Estimated Initial Order Quantity to FOB Destination Iraq) and Offeror's proposed DARO.

As the Offeror scrolls down the Delivery Questionnaire, you will notice a Shipping Details area. There are columns for the various modes of shipment and the sum of these columns will equate to a total shipping time. This total shipping time number should equal the Offeror's proposed total ship time in the Production and Delivery Information area. Should there be any discrepancy between the Offeror's proposed DARO entry and the calculations of the Offeror's proposed Production Lead Time and Offeror's proposed total ship time, an error message will be displayed.

L.2.2.1.2 In addition to the Offeror's proposed delivery schedule, completion of Attachment 003 will require the Offeror to provide substantiating information which confirms the achievability of the Offeror's proposed schedule, either as a Manufacturer or as a Dealer/Distributor. The substantiating information is required for both FOB Origin and FOB Destination requirements. This includes Commitment Letter(s) from OEMs and/or prime vendors, so the U.S. Government may confirm production capabilities within the Offeror's proposed delivery schedule.

For requirements identified as FOB Destination, Offerors are further advised that Attachment 003 requires the Offeror to identify Points of Contact in order for the U.S. Government to verify certain proposal information; to provide U.S. Flag Vessel information, port of embarkation and debarkation information, days in shipping time between points; Freight Forwarder information and End User Certificate, etc. The points of contact must speak English and be readily available either by telephone or email. In the event the U.S. Government cannot contact these points of contract, validation of the Offerors proposal may be considered to lack credibility and will be assessed accordingly. Offerors' proposals that fail to address all the required Production and Delivery FOB Destination information required per Attachment 003 (Delivery Questionnaire) may be considered deficient, to lack credibility, be determined a non-meaningful proposal, and/or result in the Offerors proposal being removed from further consideration for award.

L.2.2.1.3 Offerors may propose a single shipment or monthly shipments, as stated above, starting so many days after receipt of order. Offerors are requested to complete the incremental delivery portion of monthly shipments that represent the U.S. Government's Total Estimated Initial Order Quantity of 105 vehicles for FOB Origin and for the U.S. Government's Total Estimated Initial Order Quantity of 105 vehicles for FOB Destination Iraq.

Offerors are reminded that there is an after market requirement to have other specification requirements installed after the basic vehicle production. The proposed production lead time for this vehicle should include time to send the vehicles from the vehicle

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manufacturing plant to the installer facility, to have the other specification requirements installed, then inspected by the U.S. Government and ready to ship to the port. The shipping portion time should then account for necessary time to ship from this after market facility to the final FOB Destination point.

L.2.3 Volume III - Small Business Participation Factor

L.2.3.1 All Offerors, including Offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement, or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.002 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System Code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SB), woman-owned small businesses (WOSBs), veteran-owned/service-disabled small businesses (VOSBs), and historically black colleges/universities and minority institutions (HBCU/MIs).

L.2.3.1.1 If the prime Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), is itself a U.S. small business concern, the Offeror's own participation, as a SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of prime Offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.2.3.2 Small business concern participation for the base year, as well as for each option period/out-year (if any), shall be identified in a table format substantially as follows (note the numbers in this table are sample numbers):

BASE YEAR			
BUSINESS CATEGORY	DOLLAR AMOUNT	% OF SB PARTICIPATION *	
Total (LG +SM)	\$43.00M	100.00%	
SB	\$10.00M	23.25%	
SDB	\$2.15M	5.00%	
WOSB	\$2.36M	5.50%	
VOSB	\$0.30M	0.69%	
HUBZone SB	\$1.00M	2.32%	
HBCU/MI	\$0.15M	0.35%	

*Include 1st tier subcontractors only; interdivisional transfers are considered subcontracts; include prime Offeror participation if the prime is a U.S. small business concern.

L.2.3.3 All Offerors, regardless of size and whether the Offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year, if any), the names of small business concerns (including the prime Offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e., SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific components to be produced or services to be provided by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows (note the numbers and the descriptions in this table are samples):

BASE YEAR			
Name of SB Concern	SB Classification(s)	Description of Product/Service	Total Dollars
ABC Co.	SB	Wire	\$0.50M
ABC Co.	SB	Plating	\$0.75M
EFG Inc. (Prime)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.2.3.4 As defined below, Offerors shall also provide the following:

L.2.3.4.1 Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms that have never held a contract incorporating FAR 52.219-9 shall so state.

L.2.3.4.2 All Offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the Offeror's performance over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: An Offeror who has not performed a contract over the past three years which included FAR 52.219-8 shall so state); (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during

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contract performance; and/or (5) any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.2.4 Volume IV - Price Factor

L.2.4.1 The Price Factor shall clearly identify the proposed unit prices for each CLIN in Schedule B.

L.2.4.2 The Offerors shall submit pricing information by completing the Pricing Questionnaire (Attachment 004) to include all tabs/worksheets (PQ, Tab B.1, C.1, D.1, B.2, C.2, D.2).

- a. The Pricing Questionnaire requires the Offerors to propose pricing based on FOB Origin, as well as FOB Destination, Iraq. Price proposals for FOB Destination, Iraq, shall be based on use of U.S. Flag vessels for all transportation over water. For FOB Destination, Iraq, the Offeror is responsible for all insurance and security costs in addition to normal transportation charges.
- b. Tabs/worksheets B.1, C.1, D.1, B.2, C.2, D.2 of the Pricing Questionnaire include a format for the Scheduled Maintenance/Repair Parts Lists. The Offeror shall use this format.
- c. All prices shall be stated in U.S. dollars only. All prices shall include all costs to perform the contract including any applicable taxes, duties, fees, security through acceptance for FOB Origin, security until U.S. Government acceptance for FOB Destination, transportation costs, etc. No currency adjustment provisions will be contained in any resulting contract.
- d. Contract Type is Firm Fixed Price. All pricing submitted herein is for a Firm Fixed Price over all the ordering years involved.
- e. The Offeror shall provide the basis for establishing the proposed prices, including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. The U.S. Government reserves the right, as clarifications under FAR 15.306(a), to request additional information necessary to make a determination of price reasonableness.
- f. If applicable, the Offeror shall include the cost of translating the Operator's Manuals to Afghan Dari for the hardware items in CLIN 0031AA.
- g. If applicable, the Offeror shall include the cost of translating the Operator's Manuals to Arabic for the hardware items in CLIN 0041AA.
- h. If applicable, the Offeror shall include the cost for a one-time charge for setup/non-recurring tooling in CLIN 0051AA.

L.2.5 Volume V - Contract

L.2.5.1 In Volume V, all Offerors shall submit:

- a. Electronic copies of their signed SF1449s. The SF 1449s shall include all sections of the solicitation, including the "Schedule of Supplies/Services" with completed prices and their proposed delivery schedule (see RFP section Delivery Schedule for Delivery Orders).
- b. Offerors, except for U.S. small business concerns, shall submit their Small Business Subcontracting Plan in accordance with FAR 52.219-9.
- c. Representations and Certifications (Section K)
- d. Unless otherwise specifically stated in the Contract Volume, the U.S. Government will assume the Offeror has accepted all RFP requirements, terms and conditions. (Note: Offerors are cautioned that including exceptions in their offer may result in the offer being made ineligible for award, particularly given that it is the intent of the U.S. Government to award without discussions).

L.2.6 Restriction on Disclosure of Data.

L.2.6.1 If the Offeror wishes to restrict the disclosure or use of its proposal, the legend permitted by FAR 52.215-1(e) shall be used:

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the U.S. Government except for evaluation purposes, shall

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used or disclosed in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of or in connection with -- the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in

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sheets [insert numbers or other identification of sheets].

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

L.2.6.2 Individual subcontractor/vendor proprietary information may be submitted via separate binders/CDs. The information contained in these binders/CDs must be referenced (by binder title, page, and section number as appropriate) within the main proposal where the information would have been included if it were not subcontractor/vendor proprietary. The information in these separate binder/CDs is subject to all other requirements of the RFP and must be well marked to clearly indicate any special handling instructions.

L.3 Dealership Support in Southwest Asia

The contractor shall maintain an established dealer within the non-terrorist countries of the Southwest Asian region to satisfy basic upkeep of the units, including warranty support, spare and repair parts support, routine maintenance, and other services excluding major repair work. All Offerors shall identify the name and location, address, phone number, e-mail address, and a Point of Contact for the dealer who will provide this support. Note: The Point of Contact must be able to communicate in English in the event the U.S. Government elects to contact them to confirm your claim that they will be your dealer for this contract. This will be a consideration under the Technical Factor as an acceptable/non acceptable item, and will be addressed in the evaluation of that Factor. The terrorist countries are identified at <http://www.state.gov/s/ct/cl4151.htm>.

L.4 Type of Contract

The U.S. Government contemplates award of a Firm-Fixed Price 3-Year Requirements Contract resulting from this solicitation.

L.5 New Material

The U.S. Government intends to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material, in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

*** END OF NARRATIVE L 0001 ***

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EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
2	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
3	52.247-51	EVALUATION OF EXPORT OFFERS (ALT I and ALT II)	JAN/2001

(a) Port handling and ocean charges -- DoD water terminals. Port handling and ocean charges are set forth in paragraph (d) of this provision for the information of offerors, and are current as of the time of issuance of the solicitation. For evaluation of offers, the Government will use the port handling and ocean charges made available by the Directorate of International Traffic, Military Traffic Management Command rate information letters on file as of the date of bid opening, (or the closing date specified for the receipt of offers) and which will be effective for the date of the expected initial shipment.

(b) F.O.B. origin, transportation under Government bill of lading.

(1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the F.O.B. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.

(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.

(3) Ports of loading shall be considered as destinations within the meaning of the term F.O.B. DESTINATION as that term is used in the F.O.B. ORIGIN clause of this contract.

(c) (deleted)

(d) Ports of Loading for evaluation of offers. Terminals to be used by the Government in evaluating offers, followed by the combined ocean and port handling charges, and unit of measure are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.) Ocean and Port Handling charges for evaluation purposes are determined using data found at <http://www.sddc.army.mil/public/Global+Cargo+Distribution/>.

(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) of this clause are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any: _____.

(f) (deleted)

(g) Paragraphs (c) and (f) have been deleted but ensuing paragraphs have not been redesignated.

[End of Provision]

4	52.247-4006 (TACOM)	METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS	DEC/2005
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(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and

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- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and

- for the Government selected method of shipment, and

- based upon the following freight classification:

UFC:	6000L	UFC ITEM NO.:	93340
NMFC:	100	NMFC ITEM NO:	190190

[End of Provision]

M.1 Source Selection Process

M.1.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for the contract award.

M.1.2 Source Selection Evaluation Board (SSEB). An SSEB has been established by the U.S. Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full, and impartial consideration will be given to all proposals received in response to this solicitation.

M.1.3 Award Without Discussions. The U.S. Government intends to award a contract without discussion, but reserves the right to hold discussions if necessary. Where award will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a technical, delivery, small business participation, and price standpoint.

M.1.4 Two-Step Evaluation Process. The evaluation of proposals in response to this solicitation is structured in two phases. Phase I is an evaluation of the Offeror's technical proposal. This evaluation will be on an acceptable/not acceptable basis. Any Offeror's proposal assessed as not acceptable in Phase I will no longer be considered for award.

Under Phase II of the evaluation process, those proposals found acceptable under the Phase I evaluation will be evaluated using a tradeoff process to determine which proposal is most advantageous to the U.S. Government. (See M.2.2.)

M.2 Evaluation Process

M.2.1 Phase I Evaluation Technical Factor. Phase I will be an acceptable/not acceptable evaluation of the Technical proposal meeting the contract specification (Attachment 001). The determination of "acceptable" will be based on an evaluation of the technical proposal against the following definition:

An "Acceptable" Technical proposal is a proposal where there is essentially no doubt, based on the Offeror's proposal, that the offered supplies will meet each of the specification requirements. This assessment will be performed using the information contained in the Technical Information Questionnaire, as well other information supplied by the Offeror to support conformance of the supplies to each specification requirement (e.g. commercial literature, vendor data, narrative descriptions of conformance to specification requirements, test data, etc).

NOTE: Technical performance beyond the minimum acceptable, as defined above, will not be given extra evaluation credit, nor will extra credit be given for providing items or features described as "desired".

Under the Technical Factor evaluation, the U.S. Government will also assess the Offeror's proposal to have a dealer available to support the hardware being delivered. This will be done on an acceptable/not acceptable basis, and will be based upon the information provided by the Offeror. To be acceptable, the Offeror's submitted information must demonstrate the availability of a dealer in the SWA region who meets the requirement stated in the Technical Information Questionnaire (Attachment 002).

M.2.2 Phase II Evaluation Best Value. Phase II of the evaluation is a best value process utilizing source selection tradeoff procedures to select the most advantageous offer from among those Phase I proposals assessed as acceptable. Under Phase II, the SSA will weigh the merits in the Delivery Factor and the Small Business Participation Factor against the evaluated price to the U.S. Government to determine which proposal, in the SSA's judgment, represents the best value to the U.S. Government. The Technical Factor proposal will not be considered in the Phase II best value award decision. As part of the tradeoff determination of best value, the relative advantages, disadvantages, and risks of each proposal will be considered.

The Delivery Factor is more important than the Price Factor. The Price Factor is more important than the Small Business Participation Factor. The Delivery Factor and the Small Business Participation Factor combined are more important than the Price Factor.

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M.2.2.1 Delivery Factor. The Delivery Questionnaire (Attachment 003), as completed by the Offeror, forms the primary basis for the U.S. Government's evaluation of delivery. The U.S. Government's assessment will identify the proposed delivery schedules for FOB Origin and for FOB Destination. Your offer will be evaluated on the basis of the dates (identified on the electronic Delivery Questionnaire, Attachment 003) of the Offerors proposed Days After Receipt of Order (DARO) for completion of deliveries at FOB Origin and to the final FOB Destination point in Umm Qasr, Iraq (reference Clause F.2 Shipping Instructions/Final Delivery Point) of the U.S. Government's Total Estimated Initial Order Quantity of 210 vehicles.

The delivery evaluation will assess: 1) the extent to which contract hardware deliveries of the U.S. Government's Total Estimated Initial Order Quantities will satisfy the solicitation's objective delivery schedules for FOB Origin and for FOB Destination; and 2) the Offeror's level of risk in achieving the proposed delivery schedules. The delivery factor evaluation will be performed using the information provided in the Delivery Questionnaire as well as the substantiating information provided by the Offeror, including OEM Commitment Letters and any other information available to the U.S. Government. The U.S. Government's assessment of the Offeror's delivery risk level may include internet searches, inquiry of identified points of contact, on-site visits to proposed performance locations, and review of delivery timeliness on prior efforts.

For purposes of this solicitation, for FOB Origin, the objective delivery date for the U.S. Government's Total Estimated Initial Order Quantity of 105 vehicles is 150 DARO, and for FOB Destination, the objective delivery date for the U.S. Government's Total Estimated Initial Order Quantity of 105 vehicles is 240 DARO. The FOB Origin and FOB Destination DAROs provided on the Delivery Questionnaire for the U.S. Government's Total Estimated Initial Order Quantity of 210 vehicles will be incorporated into the Section F clause Delivery Schedule for Delivery Orders.

M.2.2.2 Small Business Participation Factor. This provision applies to every Offeror (U.S. and non-U.S.), regardless of size-status or location of its manufacturing facility or headquarters.

The U.S. Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the Offeror credibly proposes to subcontract to U.S. small business concerns (Small Business, Small Disadvantaged Business, Woman-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business and/or Historically Black Colleges and Universities/Minority Institutions) in the performance of the contract. For the purpose of this evaluation, the extent of prime Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern for the NAICS code applicable to this solicitation, will also be considered small business participation.

The evaluation will include the following:

(1) The extent to which the proposal identifies participation of U.S. Small Business Concerns (to include, as described above, the participation of the Offeror if it is a U.S. Small Business Concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the participation of the Offeror if it is a U.S. Small Business Concern).

(2) An assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8 and FAR 52.219-9 (as applicable to the Offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both:

- a. A proposal risk assessment of the Offeror's proposed Small Business Participation Approach; and
- b. A performance risk assessment of prior achievements in satisfying commitments and requirements under FAR 52.219-8 and FAR 52.219-9, if applicable.

(3) Offerors are advised that they will be evaluated under the Small Business Participation Factor based upon the risk and extent of the Offeror credibly achieving the U.S. Government's goals for U.S. small business concern participation.

Goals for evaluation are:

- *Small business concern participation (including all subcategories of small business concerns) of 10% or more; and
- *U.S. small disadvantaged business concern participation of 2.2% or more.

M.2.2.3 Price Factor. The Price Factor will be assessed based upon total evaluated price to include an assessment of price reasonableness and realism to the U.S. Government.

Realism is measured by whether or not the proposal price accurately reflects the Offeror's approach in meeting the solicitation requirements and objectives, as well as an expectation that the solicitation requirements and objectives will be met at a price that will not result in a net loss to the Offeror.

Reasonableness is measured by whether or not the offered price exceeds what would be incurred by a prudent person in the conduct of

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competitive business. The U.S. Government may reject a proposal which is not realistic, or not reasonable, as to price.

For FOB Origin, all vehicles and parts will be inspected and accepted at Origin.

For FOB Destination to Iraq, all vehicles and parts will be inspected at Origin, and accepted at FOB Destination Iraq.

The Total Evaluated Price will equal:

- (1) The sum of all the total amounts for each HARDWARE CLIN and PARTS CLIN in Section B, plus
- (2) Transportation costs, as determined by the TACOM-LCMC Transportation Office, to be added for all FOB Origin HARDWARE and PARTS CLINs.

For purposes of evaluating the U.S. Government's transportation costs for FOB Origin Parts CLINs, the FOB Point is Umm Qasr, Iraq.

The unit prices and total amounts listed in Section B must match those on the Pricing Questionnaire (Attachment 004).

M.3 Contractor Responsibility and Eligibility for Award. The U.S. Government will award a contract to the Offeror that:

- (1) Represents the best value to the U.S. Government, and
- (2) Submits a proposal that meets all the material requirements of this solicitation, and
- (3) Meets all the responsibility criteria at FAR 9.104.

To make sure that the Offeror meets the responsibility criteria at FAR 9.104, the U.S. Government may arrange a visit to the Offeror's plant and perform a pre-award survey. If the Offeror fails to provide the U.S. Government with the data within seven (7) days from the date the request was received, or if the Offeror refuses to have the U.S. Government visit their facility, the Offeror's proposal may be determined non-responsible.

M.4 Rejection of Offers. The U.S. Government may reject any proposal which:

- (1) Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or
- (2) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- (3) Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- (4) Is unbalanced as to prices. An unbalanced offer is one which is based on prices significantly high or low for one given ordering year versus another ordering year; or
- (5) Fails to meaningfully respond to the proposal preparation instructions specified in the solicitation.

*** END OF NARRATIVE M 0001 ***